

A.G. Contract No.: KR05-0953TRN
ECS File No.: JPA 05-037
Project No.: N/A
Section: US 60 Interchange
Project: Ironwood Exit
TRACS No.: H6615 01C / 01D
Budget Source Item No.: 74605, 75304

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF APACHE JUNCTION

THIS AGREEMENT is entered into this date February 3, 2006, pursuant to Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF APACHE JUNCTION, acting by and through its MAYOR and CITY COUNCIL (the "City").

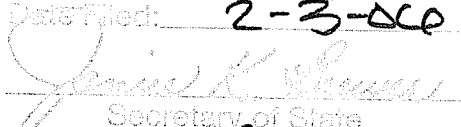
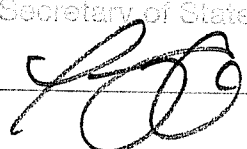
1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. Congress has authorized appropriations for, but not limited to the twelve eligible categories of transportation enhancement activities.

4. The State and the City desire to participate in the design, construction and maintenance of landform graphics, constructed of decomposed granite, on all four quadrants of the US 60 interchange at Ironwood Exit, hereinafter referred to as the "Project", in an estimated amount not to exceed \$455,000.00. The State will design and construct and the City will maintain the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 27995
Filed with the Secretary of State
Date Filed: 2-3-06

Secretary of State
By: 

II. SCOPE OF WORK

1. The State shall:

a. Submit a program to the Federal Highway Administration ("FHWA") containing the above-mentioned Project with the recommendation that it be approved for construction.

b. Construct the Project approved by FHWA, if such funds are available for construction. Be the designated authorized agent with the consent of the City and the FHWA and proceed to advertise for, receive and open bids with the aid and consent of the City and the FHWA. Enter into a contract(s) with a firm(s) to whom the award is made with the concurrence of the FHWA. Enter into a Project Agreement with FHWA on behalf of the City to perform, complete, accept and pay for in accordance with instructions and requirements of the City and the Arizona Department of Transportation. Request the maximum Federal funds available including construction, engineering and administration costs.

c. Prepare plans, specifications and an estimate for the Project and submit them to the City for comments as appropriated. The Project will be constructed by the State using State and Federal funds.

d. Not be obligated to maintain the Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City shall:

a. Review the design documents required for construction of the Project, and provide comments to the State as appropriate.

b. Be obligated to incur the cost increase of said work, in an amount that exceeds \$455,000.00, due to unforeseen conditions or circumstances required by a change in the extent or Scope of the Work called for by the City, in this Agreement; any such changes require the prior approval of the State.

c. Upon completion of the Project, provide for at its own cost and as an annual item in its budget, perpetual and proper maintenance to the Project and all enhancement improvements, keeping the Project area free of weeds and other plant growth, spraying periodically with herbicides and repair any damage to the graphics as necessary.

d. Conduct all maintenance work in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual".

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions, and provisions of this Agreement shall remain in full force and effect until completion and reimbursements provided herein. However, any provisions for maintenance, electrical power and water provided by the City shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30)-calendar days written notice to either party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518, to the extent such statute applies.

6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 121-1-12213) and all applicable Federal regulations under the Act including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue – Mail Drop 616E
Phoenix, AZ 85007
(602) 712-7525

City of Apache Junction
Attn: Doug Dobson, Public Works Director
575 E. Baseline Road
Apache Junction, AZ 85219
(480) 982-1055


9. Pursuant to Arizona Revised Statutes § 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF APACHE JUNCTION

STATE OF ARIZONA

Department of Transportation

By 
DOUGLAS COLEMAN
Mayor

By 
SUSAN TELLEZ
Contract Administrator

ATTEST:

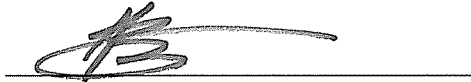
By 
KATHY CONNELLY
Clerk

JPA 05-037

APPROVAL OF THE CITY OF APACHE JUNCTION

I have reviewed the above referenced intergovernmental Agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF APACHE JUNCTION, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 5th day of October, 2005.

A handwritten signature in black ink, consisting of a stylized 'B' or 'E' shape with a horizontal line extending to the right, positioned above a solid horizontal line.

City Attorney

Senior Planner Rudy Esquivias stated the commission restricted the development to one-story homes. That is one of the conditions.

Councilmember Severs asked if he had any elevations yet.

Senior Planner Rudy Esquivias stated he did not.

Councilmember Sippel stated they can put a good-sized home on that lot.

Senior Planner Rudy Esquivias stated that is correct.

Councilmember Insalaco stated two-story homes in that area would not be good.

This was a discussion item only.
Mayor Coleman closed the discussion with no further comments and moved on to the next item.

* INTERGOVERNMENTAL AGREEMENT WITH ARIZONA
DEPARTMENT OF TRANSPORTATION FOR
TRANSPORTATION ENHANCEMENT PROJECT (TEA-
21) AT IRONWOOD DRIVE AND U.S. 60)

) Interim Business

Advocate/Assistant to the City Manager Amy Malloy briefed the council on the item. She stated the city's main obligation is to maintain the area, keeping it free of weeds and debris throughout the duration of the improvement of the Ironwood exit for U.S. 60 and through their lifespan. Parks and recreation are aware of it and have included it as a budgetary item. She received an email this morning from the Arizona Department of Transportation giving us the cost; it will fall in close to the \$455,000 amount. That was a previous concern. They will also be providing new graphics as well as samples of the colors of the decomposed granite that will be used for the interchange. She will have that available for the January 17 meeting.

has a start date.

Councilmember Sippel asked if she

Interim Business Advocate/Assistant to the City Manager Amy Malloy stated they are at 95% completion with the design. They are on schedule to begin construction in early spring and complete construction in late summer or early fall.

Councilmember Dietz asked if they are entering into an agreement without seeing the design or the color aspects.

Interim Business Advocate/Assistant to the City Manager Amy Malloy stated the basic concept they have seen, which is the gila monster, but the specifics have not been made available yet. This agreement is basically for the city to agree to do the maintenance of whatever concept is placed on the interchange. City staff has been made aware of this since the beginning. It is not necessarily crucial for them to have the exact design in order to move forward.

Assistant City Manager Bryant Powell stated the city has them on record as saying they will bring forth the colors and will not go away from what the council wishes. They will be able to continue to work with them in partnership.

afraid of bright orange.

Councilmember Dietz commented he is

Assistant City Manager Bryant Powell stated they are very aware of that. It was an initial picture that was done a long time ago. That will not be brought forth.

Councilmember Severs commented everything is still upon council approval, even though the agreement is signed.

Assistant City Manager Bryant Powell stated that is correct. If they were to bring forward a color design that the council did not like, he hoped they could work with them on the color and come to an agreement on what it should be.

Mayor Coleman closed the discussion with no further comments and called for a motion.

Councilmember Severs MOVED THAT APPROVAL BE GIVEN FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF APACHE JUNCTION AND THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION FOR TRANSPORTATION ENHANCEMENT PROJECT (TEA-21) AT IRONWOOD DRIVE AND U.S. 60 FOR ANY AMOUNT THAT EXCEEDS \$455,000.00; AND THAT AUTHORIZATION BE GIVEN FOR THE MAYOR TO SIGN THE AGREEMENT.

MOTION.

Councilmember Insalaco SECONDED THE

VOTE: Unanimous.

The motion carried.


BID FOR PROJECT PW 2005-11, TRAFFIC
SIGNAL MAINTENANCE SERVICES

) City Engineer Ron Grittman briefed the council on the item. He stated they do this bid every few years to do significant traffic signal maintenance; anything over and beyond the capabilities of staff. They have gone out several times with the pre-emption project. One of the things they will be doing with this, once approved, is to begin negotiations of doing a signal by signal, under the limitations of this contract, 3M opticom installation traffic signal pre-emption system. They will be doing it intersection by intersection until they run out of money, whereupon they will then budget the rest of it in the following year.

Councilmember Waldron commented Salt River Project had been talking about replacing the incandescent lights to the LED. He asked if this includes that or is it separate.

City Engineer Ron Grittman stated that is separate. That is being done through Siemen's contract.

Councilmember Waldron asked if the city is in the process of doing that.

<p>TERRY GODDARD Attorney General</p>	<div data-bbox="751 54 943 243"></div> <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan.Davis@azag.gov</p>
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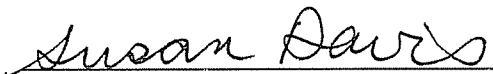
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR05-0953TRN (**JPA 05-037**), an Agreement between public agencies, i.e., The State of Arizona and The City of Apache Junction, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: January 26, 2006

TERRY GODDARD
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:944325
Attachment